

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

=====
Meeting Date: August 16, 2016 [X] Consent [] Regular
[] Ordinance [] Public Hearing
=====

Department: Department of Public Safety
Submitted By: Department of Public Safety
Submitted For: Division of Justice Services
=====

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

- A) approve First Amendment to Contract for Professional Services (R2015-1580), with Children's Home Society of Florida, increasing funding by \$18,000 for a new total not-to-exceed contract amount of \$36,000 for drug treatment for individuals referred by the Family Drug Court for the period October 1, 2015 through September 30, 2016; and
- B) receive and file First Amendment to Contract for Professional Services (R2015-1661), with Drug Testing and Counseling Services, Inc. decreasing funding by \$18,000 for a new total not-to-exceed contract amount of \$872,175 for drug treatment and testing services for individuals referred by the Adult Drug Court, Delinquency Drug Court, and Family Drug Court for the period October 1, 2015 through September 30, 2018.

Summary: These amendments are to allow for an increase in funding in an area of the Family Drug Court program that is in need of additional support services. The Family Drug Court program had an increased need for sober housing this fiscal year. In order to meet these needs, we are amending the Children's Home Society of Florida by increasing the annual amount by \$18,000. These funds will come from the contract with Drug Testing and Counseling Services Inc. as their contractual amount is being used at a lower rate than projected due to a lower number of participants and an increased number of graduates in the drug court program. The amendment for Drug Testing and Counseling Services, Inc. was executed in accordance with R2015-1661 which authorized the County Administrator or designee to execute minor amendments and administrative documents associated with these contracts on behalf of the Board of County Commissioners, after approval of legal sufficiency by the County Attorney's Office, and within budgeted allocations. Countywide (LDC)

Background and Justification: The Palm Beach County Drug Courts are intervention models which emphasize a holistic focus on strengthening individuals and families by offering extensive and comprehensive wraparound services to the substance abusing individual, parent, affected children, as well as relatives and partners that are individualized to the needs of each family member. Cohesive linkages among stakeholders in the child welfare, substance abuse treatment, and judicial systems assure that effective communication occurs through Drug Court Team collaborations, with representatives from all involved systems claiming team membership and providing accountability. The Drug Court programs are rehabilitation programs designed to identify, case manage, drug test, and provide outpatient and inpatient substance abuse treatment services to substance abusing individuals and/or parents of abused and neglected children. The Children's Home Society of Florida contract provides case management services, while the Drug Testing and Counseling Services, Inc. contract provides drug testing services to the participants in the Drug Court programs.

Attachments:

- 1) First Amendment to Contract for Professional Services with Children's Home Society of Florida.
- 2) First Amendment to Contract for Professional Services with Drug Testing and Counseling Services, Inc.

=====
Recommended by: [Signature] 7/25/16
Department Director Date
=====

Approved By: [Signature] 8/4/16
Deputy County Administrator Date
=====

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
Net Fiscal Impact	=====	=====	=====	=====	=====

ADDITIONAL FTE

POSITIONS (Cumulative)	_____ 0	_____ 0	_____ 0	_____ 0	_____ 0
------------------------	---------	---------	---------	---------	---------

Is Item Included In Current Budget? Yes X No _____

Budget Account Exp No: Fund 0001 Department 660 Unit 5243/5242 Object 8201
 Rev No: Fund 0001 Department 660 Unit 5243/5242 RevSc var

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Fund: General Fund
 Unit: 5242 – Family Drug Court
 5243 – Adult Drug Court

The fiscal impact is \$0 since the Children's Home Society of Florida contract is increasing by \$18,000 and the Drug Testing and Counseling Services, Inc. contract is decreasing by \$18,000.

Departmental Fiscal Review: _____ *[Signature]* 7/29/16

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

[Signature] 5/1/16

 OFMB 2/7/20

[Signature] 8/4/16

 Contract Administration
 8/4/16 *[Signature]*

B. Legal Sufficiency:

[Signature] 8/4/16

 Assistant County Attorney

C. Other Department Review:

 Department Director

This summary is not to be used as a basis for payment.

**FIRST AMENDMENT TO CONTRACT FOR PROFESSIONAL SERVICES BETWEEN
PALM BEACH COUNTY AND THE CHILDREN’S HOME SOCIETY OF FLORIDA**

THIS FIRST AMENDMENT TO CONTRACT FOR PROFESSIONAL SERVICES (hereinafter the “Amendment”), is made as of this ____ day of _____ 2016 by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the “COUNTY” and The Children’s Home Society of Florida (herein referred to as the “CONSULTANT”), a non-profit corporation authorized to do business in the State of Florida, whose Federal I.D. is **59-0192430**.

WITNESSETH:

WHEREAS, the Parties, entered into that certain Contract For Professional Services (“Agreement”) on November 3, 2015 (R2015-1580) which provided a not to exceed amount of \$18,000; and

WHEREAS, the Parties have agreed to increase the not to exceed amount by \$18,000 for a new, not to exceed amount of \$36,000.00.

NOW THEREFORE, the above named Parties hereby mutually agree to revise the Agreement, and enter into this First Amendment as follows:

- I. The foregoing recitals are true and correct and incorporated herein by reference. All defined terms as used in this First Amendment shall have the same meaning and effect ascribed to them in the Agreement.
- II. Article 3 is amended to increase the total contract amount by \$18,000, to a new not to exceed amount of \$36,000.
- III. **Exhibit “B” to the Agreement is hereby deleted in its entirety and replaced with Exhibit “B-01” attached hereto, and incorporated herein by reference.**
- IV. Article 13 is hereby amended as follows:

ARTICLE 13 – REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction

Attachment # 1

Page 1 of 7

located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or CONSULTANT.

V. Article 31 is hereby added to the Agreement as follows:

VI. ARTICLE 31 -PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S. , if the Consultant: (i) provides a services; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the Consultant shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The Consultant is specifically required to:

- A. Keep and maintain public records required by the County to perform services as provided under this Agreement.
- B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The Consultant further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CWF-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement, if the Consultant does not transfer the records to the public agency.
- D. Upon completion of the Agreement the Consultant shall transfer, at no cost to the County, all public records in possession of the Consultant unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains

public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically by the Consultant must be provided to County, upon request of the County's Custodian or Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the Consultant to comply with the requirements of this article shall be a material breach of this Agreement. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. Consultant acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

- VII. Except as modified by this First Amendment, the Agreement, remains unmodified and in full force and effect and the parties hereby ratify, confirm and adopt the Agreement, in accordance with the terms thereof.

Remainder of page intentionally left blank.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida, through its authorized representative, has made and executed this First Amendment on behalf of the COUNTY and the CONSULTANT has hereunto set its hand the day and year above written.

ATTEST:
SHARON R. BOCK
CLERK AND COMPTROLLER

PALM BEACH COUNTY,
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

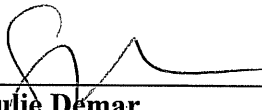
By: _____
Mary Lou Berger, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

CONSULTANT:

By: _____
County Attorney

Rose M. Rodriguez witness
The Children's Home Society of Florida


Julie Demar
Executive Director

APPROVED AS TO TERMS
AND CONDITIONS

MB
By: *Stephanie Sepincke*
Department Director

EXHIBIT "B-01"

First Amendment Schedule for Payment - (Increase Agreement Price/Budget)

Reimbursable Expenses
Amending Original Agreement (R2014-1618)
Costs for Project Period October 1, 2015 – September 30, 2016

Service/Program: Family Drug Court Incidental Fund

BUDGET DATA

Payment will be made only for the below stated cost categories.

COST CATEGORY

1. Clothing
2. Housing
3. Furniture
4. Transportation
5. Food
6. Medical
7. Utilities
8. Out of pocket co-payments
9. Education
10. Phone
11. Other allowable expenses, not otherwise categorized

Original contract	(October 1, 2015- September 30, 2016)	\$18,000
First Amendment	(October 1, 2015- September 30, 2016)	\$18,000

MAXIMUM TOTAL AMOUNT FOR REIMBURSEABLE EXPENSES \$36,000

All reimbursable expenses shall be reimbursed only at cost. A copy of the original receipt and canceled check must be attached to the invoice for payment.

Invoices shall be submitted for the prior month by the 10th day of the current month.

Reimbursable expenses shall mean the actual expenses as authorized by the COUNTY pursuant to this AGREEMENT, and reasonably incurred by the CONSULTANT directly in connection with the CONSULTANT'S performance of its duties and Scope of Work pursuant to this Agreement.

**CHILDREN'S HOME SOCIETY OF FLORIDA
POLICY**

Policy Number: CHS 4000
Effective Date: 07/08/98
Approved By: Board of Directors
Last Update: 2/6/2012

SUBJECT: DELEGATION OF APPROVAL AND EXECUTION OF CONTRACTS AND AGREEMENTS

PURPOSE: To authorize CHS President/C.E.O. to delegate authority to approve and execute contracts and agreements, other than for acquisition or disposition of real property, on behalf of Children's Home Society of Florida, Inc.

POLICY:

The Children's Home Society of Florida authorizes the President/C.E.O. to delegate authority to approve and execute contracts and agreements to organization corporate or Division executive staff.

EXEMPTIONS FROM THIS POLICY:

Delegation of the authority to acquire or dispose of real property. CHS4019 Policy and Statewide Directive "Review of Real Property Leases" are to be consulted.

REFERENCE:

CHS4000 Statewide Directive "Approval and Execution of Contracts and Agreements"

CHS4019 Policy "Review of Real Property Leases"

CHS4019 Statewide Directive "Review of Real Property Leases"

Review Date: February 2016

Discontinue Date: _____

Page 1 of 1

Attachment # 1

Page 6 of 7

“No effort on behalf of children is ever wasted.”



July 1, 2014

To Whom It May Concern:

Please be advised that Julie Demar has been named as the Executive Director of the Palm Beach Division of Children's Home Society of Florida. This division serves Palm Beach County and corresponds to Department of Children and Families Circuit 15 in the Southeast Region. The Executive Director is authorized to sign legal documents including contracts and/or agreements with the State of Florida Department of Children and Families as well as other documents and contracts as outlined below.

David A. Bundy
President/CEO
James E. Patrick
Secretary/COO
Robert J. Wydra, Jr.
Treasurer/CFO
Frank D. Gonzalez, Esq.
General Counsel

Board of Directors

Victoria Weber
Chair
Martin Rubin
Vice Chair

Richard Adams
Samuel P. Bell, III
Dr. Jacqueline Chang
Charles L. Cromer
Samia Ferraro
Jeff Gordon
Michele Greene
Kent Guinn
Frank Gulisano
Eric Jackson
Dale Robert Mason
Dr. Ed H. Moore
Robert Moser
Larisa F. Perry
Sherry Plymale
William D. Preston
Cindy Pullen
Valerie Seidel
Miguel Viyella
Jay Windham

Please find attached, CHS policy # CHS 4000 in which the Board of Directors authorizes the CHS President/CEO to delegate authority to executive staff of divisions to approve and execute contracts and agreements, with the exception of the acquisition or disposition of real property, on behalf of CHS. Also attached is the CHS Statewide Directive #CHS 4000 which accompanies the Policy of the same number. In the Statewide Directive, the President/CEO delegates authority to division Executive Directors to approve and execute contracts or agreements between CHS Divisions and funding sources regardless of the dollar amount as well as contracts or agreements between CHS Divisions and any individual company or agency under \$250,000. Please see the attached Policy and Statewide Directive for specific details.

If you are in need of further information, please do not hesitate to contact me at your convenience.

Sincerely,

David A. Bundy
President/CEO



STATE OF FLORIDA

COUNTY OF ORANGE

Sworn to and subscribed before me this 1st day of July, 2014, by David A. Bundy, who is personally known to me.

Notary Public Signature

Corporate Office
1485 S. Semoran Boulevard
Suite 1448
Winter Park, Florida 32792
Phone: 321.397.3000
Fax: 321.397.3022
www.chsfl.org



Leave a Legacy. Remember Children's Home Society of Florida in your estate planning.

Attachment # 1

Page 7 of 7

FIRST AMENDMENT TO CONTRACT

THIS FIRST AMENDMENT TO CONTRACT FOR PROFESSIONAL SERVICES (hereinafter "First Amendment"), is made as of this 18th day of JULY 2016 by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the "COUNTY" and Drug Testing and Counseling Services, Inc. (herein referred to as the "CONSULTANT"), a non-profit corporation authorized to do business in the State of Florida, whose Federal I.D. is **20-321-8543**.

WITNESSETH:

WHEREAS, the Parties, entered into that certain Contract For Professional Services ("Agreement") on November 17, 2015 (R2015-1661) for the Adult and Delinquency Drug Court programs which provided an amount not to exceed \$890,175; and

WHEREAS, the CONSULTANT's responsibilities under the Agreement are to provide services in the area of drug testing and substance abuse treatment; and

WHEREAS, the Parties have agreed to a decrease of that amount for a new not to exceed amount of \$872,175; and

WHEREAS, the Parties have agreed to extend the project scope of work to include the Family Drug Court Program.

NOW THEREFORE, the above named Parties hereby mutually agree to revise the Agreement, and enter into this First Amendment as follows:

- I. The foregoing recitals are true and correct and incorporated herein by reference. All defined terms as used in this First Amendment shall have the same meaning and effect ascribed to them in the Agreement.
- II. Article 3 (Payments to Consultant) is amended to decrease the total amount to be paid by \$18,000, to the new not-to-exceed amount of \$872,175.
- III. Exhibit "B" of the Agreement is deleted in its entirety and replaced by Exhibit "B-01" attached hereto, and made a part hereof.
- IV. Exhibit "A" of the Agreement is deleted in its entirety and replaced by Exhibit "A-01" attached hereto, and made a part hereof.
- V. Article 13 of the Agreement is amended as follows:

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or CONSULTANT.

VI. Article 31 is hereby added to the Agreement and shall read as follows:

ARTICLE 31- PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S. , if the Consultant: (i) provides a services; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the Consultant shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The Consultant is specifically required to:

- A. Keep and maintain public records required by the County to perform services as provided under this Agreement.
- B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The Consultant further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CWF-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement, if the Consultant does not transfer the records to the public agency.
- D. Upon completion of the Agreement the Consultant shall transfer, at no cost to the County, all public records in possession of the Consultant unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the

County upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically by the Consultant must be provided to County, upon request of the County's Custodian or Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the Consultant to comply with the requirements of this article shall be a material breach of this Agreement. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. Consultant acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

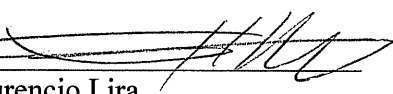
- V. Except as modified herein by this First Amendment, the Agreement, remains unmodified and in full force and effect and the parties hereby ratify, confirm and adopt the Agreement, as amended, in accordance with the terms thereof.

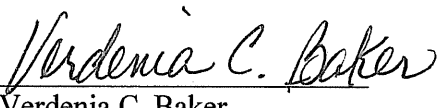
Remainder of page intentionally left blank.

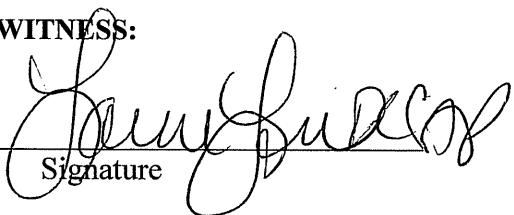
IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida, through its authorized representative, has made and executed this First Amendment on behalf of the COUNTY, and the CONSULTANT has hereunto set its hand the day and year above written.

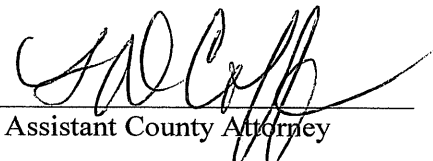
CONSULTANT:
Drug Testing and Counseling Services, Inc.

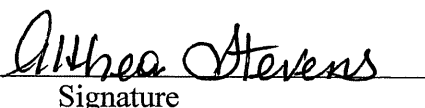
PALM BEACH COUNTY, FLORIDA,
a Political Subdivision of the State of Florida

By: 
Laurencio Lira
Executive Director

By: 
Verdenia C. Baker
County Administrator

WITNESS:

Signature
Lauren Lira tx CAP
Name (type or print)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
By: 
Assistant County Attorney


Signature
Althea Stevens
Name (type or print)

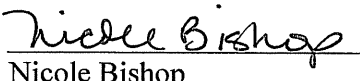
APPROVED AS TO TERMS AND CONDITIONS
By: 
Nicole Bishop
Justice Services Division Director

EXHIBIT "A-01"

AMENDED

SCOPE OF WORK - ADULT DRUG COURT

BACKGROUND

The Palm Beach County Adult Drug Court program is operational under the management of the Palm Beach County Department of Public Safety, Division of Justice Services and the 15th Judicial Circuit. The program is a cooperative effort between the Board of County Commissioners, Criminal Justice Commission, the Judiciary, State Attorney, Public Defender, Florida Department of Corrections and contracted community-based service providers (the Consultant).

The Palm Beach County Adult Drug Court program is a rehabilitation program designed to identify, case manage, drug test and provide outpatient substance abuse treatment services and inpatient treatment services when necessary, to nonviolent substance-abusing defendants.

OUTPATIENT SERVICES

A. General Services Description

The Consultant shall provide drug treatment and testing services to program participants referred by the Drug Court in accordance with the American Society of Addictions Medicine (ASAM) placement criteria. The Consultant shall be licensed under Chapter 397, Florida Statutes, Section 65D-30, Florida Administrative Code and by the Department of Children and Families (DCF). The Consultant shall provide the following:

B. Office Space in Palm Beach County

1. Sufficient space to accommodate treatment groups of up to fifteen (15) participants.
2. Separate, secure, private office for individual counseling sessions (i.e. multiple offices within the same office complex).
3. A restroom facility suitable for collecting urine samples from participants and space suitable for a small, locked refrigerator that shall be used only to store urine samples.
4. Program site(s) accessible to bus routes/public transportation and availability of day and evening sessions suitable for employed participants.

C. Clinicians Minimum Criteria

1. The education, training and experience that is required of a “primary counselor” in accordance with Chapter 397, Florida Statutes, Section 65D-30, Florida Administrative Code and licensing by the DCF.
2. Certified Criminal Justice Addictions Professional (CCJAP) credential preferred or Certified Addictions Professional (CAP) credential or in active pursuit of CCJAP or CAP credential.
3. Dedicated and committed primarily to this program and its goals.
4. Qualified clinicians and clinical supervisors shall be familiar with a minimum set of treatment related topics. The topics are Cognitive Behavioral Therapy, Relapse Prevention, Relapse Intervention, HIV Prevention, Cultural Sensitivity and Competence, Community Reinforcement Approach, Dual Diagnosis, Gender Specific Counseling Techniques, Family Therapy, Motivational Therapy and Moral Reconciliation Therapy (MRT).
5. A minimum of one (1) bi-lingual case manager, who also possesses the above referenced credentials, shall be employed in order to provide services to Spanish speaking participants.

D. Clinical Supervisor Minimum Criteria

1. The education, training and experience that is required of a “qualified professional” in accordance with Chapter 397, Florida Statutes, Section 65D-30, Florida Administrative Code, and licensed by DCF.
2. Licensed Clinical Social Worker (LCSW) or Licensed Mental Health Counselor (LMHC) with CCJAP or CAP credential preferred.
3. Experience supervising evaluation and case management programs for criminal justice involved substance-abusing clients.

E. Treatment Records

The provider shall maintain complete participant treatment records and on site, as outlined in the Alcohol, Drug Abuse and Mental Health (ADM) licensure requirements, including electronic data, as required by law. Progress reports on each participant shall be submitted weekly in a report and/or electronic format acceptable to the Drug Court.

F. Substance Abuse Screening and Assessment

Within fourteen (14) days of application for admission into the program, the Consultant shall complete a written substance abuse assessment. The assessment tool shall address the severity of addiction as well as the participant’s strengths, weaknesses, and motivation.

Attachment # 2
Page 6 of 17

G. Individualized Written Treatment Plan

Within fourteen (14) days of assessment, the Consultant shall develop, together with the program participant, an initial individualized written treatment plan. The treatment provider shall review and update the plan with the participant on a monthly basis.

H. Group Counseling Sessions

The Consultant shall facilitate substance abuse outpatient group counseling sessions to program participants on days and times that are most conducive to successful completion of the program to include evenings and weekends. The duration of each outpatient group counseling session shall be ninety (90) minutes. Group size shall not exceed fifteen (15) participants. Examples of some modalities include: Cognitive Behavioral Therapy, Relapse Prevention, Relapse Support, Motivational Enhancement Therapy, the Matrix Model and Community Reinforcement Approach.

I. Individual Counseling Sessions

The Consultant shall provide individual counseling sessions to participants. The duration of an individual counseling session shall not be less than sixty (60) minutes. Examples of some of the issues that sessions might address are needs assessment, treatment plans, continuing care plans, stopping illegal substance abuse, impaired functioning, stopping illegal activity, family relationships and social relationships.

J. Drug Testing Due to Suspicious Use

The Consultant shall drug test treatment participants who exhibits signs of drug or alcohol use. Results of all drug tests due to suspicious use shall be reported at the end of the day in a format acceptable to the Drug Court. The drugs of abuse for which testing is conducted shall include elements such as: cocaine, marijuana, alcohol, opiates, benzodiazepine, amphetamines, **OxyContin®** (oxycodone) or any substance of abuse that a participant may be most likely to use. A qualified same sex staff person shall observe all collections. A written chain of custody shall be used as well.

K. Weekly Staffing and Hearing Meetings

Each Consultant shall send a treatment liaison to the weekly staffing and hearing meetings of the Drug Court. The liaison shall report information about the participants' treatment progress. The information may include treatment recommendations, missed appointments, and drug test results. The information may also be requested in an electronic format.

The drug testing liaison shall also report information about the participants' drug testing results. The information will include participant's test results, diluted tests, abnormal tests, and no-shows for test results.

L. Suspension of Treatment

The Consultant will provide drug treatment to clients referred by the Drug Court. Where possible, the Consultant shall not suspend or withhold ongoing treatment to any client without written approval from the Drug Court Coordinator. The Consultant will first convey a request to suspend ongoing treatment to the Drug Court Coordinator. The Drug Court Coordinator, after consultation with the Drug Court Judge, will provide the Consultant with written approval or disapproval for the request. Only after a written approval is received by the consultant can drug treatment be suspended.

M. Drug Testing General Services Description

The Consultant shall conduct drug testing on the participants selected for random drug testing by the Drug Court. The drug(s) to be tested shall also be determined by the Drug Court. The Drug Court shall select a group of participants (by pre-assigned colors) to report for their drug test each day, Monday through Friday. The drugs of abuse for which testing is conducted shall include elements such as: cocaine, marijuana, alcohol, opiates, benzodiazepine, amphetamines, **OxyContin®** (oxycodone) or any substance of abuse that a participant may be most likely to use. The Consultant shall provide the following:

- A qualified same sex staff person to observe all collections.
- Drug testing days and hours of operation will be Monday through Friday 8:00 a.m. to 8:00 p.m.
- Experience supervising a drug testing program which oversees the testing of criminal justice involved substance-abusing clients.

N. Method of Drug Testing to be Used

All drug testing will be conducted using the Siemens Healthcare Diagnostics, Inc., Syva's EMIT® reagents, which is the most widely used and extensively validated in the drug testing industry and is found in more that 85% of the U.S. SAMHSA labs. EMIT test results have been upheld in numerous court decisions and at the highest level of the American judicial system: the United States Supreme Court. The Consultant shall provide the following:

- All technicians will receive appropriate training and certification from Siemens Healthcare Diagnostics, Inc.
- Bar-coded Identification Cards shall be provided to each program participant, which includes the name of participant, picture and Drug Court Identification Number. This card shall be used for identification purposes when the participant reports for a random drug test and identifies the specimen, thereby ensuring secure chain of custody.

O. Reporting Drug Testing Results

The Consultant shall submit the test results by the end of the following day to the Drug Court program office in a WinTOX® format with the capability of being automatically downloaded into the JSIS Drug Court database. WinTOX® Data Manager can be programmed for import or direct entry, with standing orders and customized panel and assay configurations.

SCOPE OF WORK – DELINQUENCY DRUG COURT

Background

The Palm Beach Fifteenth Judicial Circuit Delinquency Drug Court program is operational under the administration of Palm Beach County's Justice Services Division and the Administrative Office of the Court, Fifteenth Judicial Circuit. The program is a cooperative effort between the Division of Justice Services, Court Administration of the Fifteenth Judicial Circuit, Office of the State Attorney, Office of the Public Defender, the Department of Juvenile Justice, the School District of Palm Beach County and contracted community based service providers (the Consultant).

Delinquency Drug Court is a court-supervised, three-phase drug treatment program, which provides regular and continuous supervision as well as intensive substance abuse treatment, sanctions and incentives and support services to juvenile offenders and their families.

Responsibilities of Consultant

The Consultant shall provide drug testing services to program participants referred by the Delinquency Drug Court in accordance with the American Society of Addictions Medicine (ASAM) placement criteria. The Consultant shall be licensed under Chapter 397, Florida Statutes, Section 65D – 30, Florida Administrative Code and by the Department of Children and Families (DCF). The Consultant shall provide the following:

1. **Office space located in Palm Beach County consisting of the following:**
 - a. A restroom facility suitable for collecting urine samples from participants and space suitable for a small, locked refrigerator that shall be used only to store urine samples.
 - b. Program site(s) accessible to bus routes/public transportation and availability of day and evening sessions suitable for employed participants.
2. **Treatment Records** – The provider shall maintain complete participant treatment records and on site, as outlined in the Alcohol, Drug Abuse and Mental Health (ADM) licensure requirements, including electronic data, as required by law. Progress reports on each participant shall be submitted weekly in a report and/or electronic format acceptable to the Delinquency Drug Court.
3. **Bi-Weekly Staffing and Hearing Meetings** – The provider shall send a representative to the bi-weekly staffings and hearings of the Delinquency Drug Court. The representative shall report information about the participants', including but not limited to missed appointments, and drug test results. The representative shall bring all drug testing

records pertaining to candidates and participants of Delinquency Drug Court for the week prior to the staffing. The representative shall also file a copy of these records with the Clerk (in Court) at the hearing on a weekly basis.

4. **Schedule of Payments** - The Consultants will prepare and submit monthly invoices to the Drug Court offices. Invoices must include the Drug Court Client Identification Number, client name, dates of services, amount due for each service and the total amount due. Invoices will be reviewed and approved by the County's representative to verify that services have been rendered in conformity with the contract. Approved invoices will then be sent to the Finance Department for payment.

SCOPE OF WORK- FAMILY DRUG COURT

Background

The Palm Beach County Family Drug Court program is operational under the management of the Palm Beach County Department of Public Safety, Division of Justice Services and the 15th Judicial Circuit. A grant was awarded by the Office of Justice Programs for the period of October 1, 2009 through September 30, 2014 to develop and implement a Drug Court to serve families involved in Dependency Court proceedings due to child abuse and/or neglect. While the grant program has concluded the program will function seamlessly with funding for the program provided through County dollars in fiscal years 2015 and 2016. The Family Drug Court program is a rehabilitation program designed to identify, case manage, drug test and provide outpatient and inpatient substance abuse treatment services to substance abusing parents of abused and neglected children.

Responsibilities of Consultant

The CONSULTANT shall provide drug testing and testing services to program participants referred by the Family Drug Court in accordance with the American Society of Addictions Medicine (ASAM) placement criteria. The CONSULTANT shall be licensed under Chapter 397, Florida Statutes, Section 65D- 30, Florida Administrative Code and by the Department of Children and Families (DCF). The CONSULTANT shall provide the following:

1. Office space in Palm Beach County consisting of the following:
 - a. A restroom facility suitable for collecting urine samples from participants and space suitable for a small, locked refrigerator that shall be used to store urine samples.
 - b. Program site(s) accessible to bus routes/public transportation and availability of day and evening sessions suitable for employed participants.
2. Random Drug Testing- The Consultant shall conduct testing on the participants selected for random drug testing by the Drug Court. The drug(s) to be tested shall also be determined by the Drug Court. The Drug Court shall send through fax the list of selected participants and the drugs to be tested. The Consultant shall submit the test results at the end of the day in a format acceptable to the Drug Court.

The drugs of abuse for which testing is conducted shall include elements such as: cocaine, marijuana, alcohol, opiates, benzodiazepine, amphetamines, propoxyphene or any substance of abuse that a participant may be most likely to use. A qualified same sex staff person shall observe all collections. A written chain of custody shall be used as well.

3. Drug Testing Due to Suspicious Use- The Consultant shall drug test treatment participants who exhibits signs of drug or alcohol use. Results of all drug tests due to suspicious use shall be reported at the end of the day in a format acceptable to the Drug Court.

The drugs of abuse for which testing is conducted shall include elements such as: cocaine, marijuana, alcohol, opiates, benzodiazepine, amphetamines, propoxyphene or any substance of abuse that a participant may be most likely to use. A qualified same sex staff person shall observe all collections. A written chain of custody shall be used as well.

Reporting Drug Testing Results

The Consultant shall submit the test results by the end of the following day to the Drug Court program office in a WinTOX® format with the capability of being automatically downloaded into the JSIS Drug Court database. WinTOX® Data Manager can be programmed for import or direct entry, with standing orders and customized panel and assay configurations.

EXHIBIT "B-01"

First Amendment Schedule for Payment

**Reimbursable Expenses
Amending Original Contract (R2015-1661)
Costs for Project Period October 1, 2015 – September 30, 2018**

The Consultants will prepare and submit monthly invoices to the Drug Court offices. Invoices must include the Drug Court Client Identification Number, client name, dates of services, amount due for each service and the total amount due. Invoices will be reviewed and approved by the County's representative to verify that services have been rendered in conformity with the contract. Approved invoices will then be sent to the Finance Department for payment.

Service/Program: Drug Court Drug Testing and Counseling

ADULT DRUG COURT:

Service	Unit Type	Rate
Individual Sessions	1 hour	\$58.00
Group Counseling Sessions	1 hour	\$22.50
7- Panel Drug Test	1 unit	\$14.00

JUVENILE/DELINQUENCY DRUG COURT:

Service	Unit Type	Rate
7-Panel Drug Test	1 unit	\$14.00

FAMILY DRUG COURT:

Service	Unit Type	Rate
7-Panel Drug Test	1 unit	\$14.00

AS AMENDED:

OCTOBER 1, 2015 – SEPTEMBER 30, 2016:	\$ 278,725
OCTOBER 1, 2016 – SEPTEMBER 30, 2017:	\$ 296,725
OCTOBER 1, 2017 – SEPTEMBER 30, 2018:	\$ 296,725
MAXIMUM CONTRACT AMOUNT FOR THREE YEARS:	\$872,175

All reimbursable expenses shall be reimbursed only at cost. A copy of the original receipt and canceled check must be attached to the invoice for payment.

Invoices shall be submitted for the prior month by the 10th day of the current month.

Reimbursable expenses shall mean the actual expenses as authorized by the COUNTY pursuant to this AGREEMENT, and reasonably incurred by the CONSULTANT directly in connection with the CONSULTANT'S performance of its duties and Scope of Work pursuant to this Agreement.

Drug Testing & Counseling Services

2677 Forest Hill Blvd. Ste-102

West Palm Beach, FL 33406

P: (561) 433-0123 F: (561) 967-3484

Date: 08/25/2015

To: Dorrie Tyng

Subject: Signatory Authority

This is to notify you that the following individual (Laurencio Lira) has signature authority to sign on behalf of DTCS, a Florida Corporation. This authorization will include but is not limited to: Signature for original contract, addendums to the contract, and negotiations of the contract: to provide drug testing and counseling services to the County of Palm Beach.

Sincerely,



Patricia A. Lira CEO

Attachment # 2

Page 16 of 17

Drug Testing and Counseling Services

2677 Forest Hill Blvd. Ste. 102

West Palm Beach, Fl. 33406

O: (561) 433-0123

F: (561) 967-3484

Date: 09/10/2015

To: Palm Beach County Board of County Commissioners,

This letter is to inform you that Drug Testing and Counseling Services do not transport any clients to our facility nor do Drug Testing and Counseling Services transport any clients away from our facility. Drug Testing and Counseling Services does not own any vehicles.

Thank You,



Laurencio Lira

Community Coordinator

cc: Jenise Link

Attachment # 2

Page 17 of 17